

CONTRACT PERIOD THROUGH December 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **OPERATIONAL LEASE AND RENTAL OF TRUCKS, TRAILERS & TRACTORS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 20, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD DD/mm
Attach

Copy to: Clerk of the Board
 ~~Larry Farnsworth, MCSO~~
 George Graves, MCSO
 Loretta Barkell, MCSO
 Kevin Rodriguez, MCSO
 ~~Glen Christenson, MCSO~~
 ~~Roy Debbs, MCSO~~
 Monica Mendoza, Materials Management

(Please remove Serial 95085-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **OPERATIONAL LEASE AND RENTAL OF TRUCKS, TRAILERS & TRACTORS**

1.0 INTENT:

The intent of this call for bids is to establish a multiple-year contract for various trucks, trailers (including refrigerated) & tractor rentals to be utilized by Maricopa County, as covered by purchase order. The requirement for operations is twenty-four (24) hours per day, seven (7) days a week 365 days a year. This contract will be for a period of five (5) years with the option to extend for an additional period of 5 years and a multi-vendor award. For the purpose of this contract the term *lease* will be defined as follows:

Lease: Lease is going to be for three years with option to extend for two (2) one year extensions. The rights, duties and obligations of the parties hereto shall automatically terminate upon the expiration of the term or extended term of the Lease(s) and Lessee shall not have the right or obligation to purchase the Vehicle(s)/Equipment(s). Vehicle(s)/Equipment(s) to be returned together with all accessories, free from all damage and in the condition as when received by Lessee, ordinary wear and tear excepted. Any Vehicle(s)/Equipment(s) not returned on its expiration date shall continue automatically to be subject to the terms and conditions of this Contract at the same rates until canceled by either party.

The lease term will begin with the delivery and acceptance of the interim vehicle.

2.0 STATEMENT OF WORK & TECHNICAL SPECIFICATIONS:

2.1 STATEMENT OF WORK

- 2.1.1 The contractor shall provide all routine and regular maintenance and service, except those repairs or replacements of parts caused by misuse, accident, or negligence on the part of the county. The county encourages on-site maintenance on refrigeration equipment.
- 2.1.2 Before taking possession of the vehicle, the County and the Contractor shall inspect the vehicles for any damage. Should there be any damage, such damages shall be noted.
- 2.1.3 Prior to taking delivery of a vehicle/trailer both the Contractor and the County must note on the Contractor's lease/rental agreement document, any damage to the vehicle/trailer. Any damage to the vehicle/trailer from the date of the lease/rental, except as noted will be the responsibility of the County.
- 2.1.4 In the event of a dispute regarding vehicle damage and responsibility, an appraiser under contract to Maricopa County in conjunction with Maricopa County Risk Management, shall make the final determination.
- 2.1.5 Vehicles must be reasonably clean at the time of pick up (by the Contractor) and at the time of return (by the using agency).
- 2.1.6 In the event regular or scheduled maintenance is necessary, a replacement (mutually acceptable) vehicle must be provided immediately, if requested by the County.
- 2.1.7 In the event of any unscheduled repairs or a break down of a vehicle, the Contractor will replace the vehicle as soon as possible with a mutually acceptable vehicle. The Contractor is responsible for towing/transporting vehicle to their service shop, except for disability arising from accident, misuse or negligence by the County.
- 2.1.8 Contractor must provide a toll free number for maintenance/break down.
- 2.1.9 For damages caused by misuse, accident or negligence by the County, an appraiser under contract to the County shall have the right to appraise the damage and obtain a price for these repairs at a shop of the County's choice.

- 2.1.10 For damage covered under warranty, the vendor will make arrangements for the vehicle to be towed/transported to their service shop for repairs.

The County shall have the option to have the vehicle repaired at a shop of its choice, and pay this repairing facility directly. For the purpose of repairs and liability of damage incurred to rental vehicles, Maricopa County is a self-insured entity.

Maricopa County is insured for auto liability including vehicle physical damage liability for \$25,000,000 subject to \$1,000,000 self-insured retention. Maricopa County is responsible for providing Liability/Collision/Comprehensive Coverage for vehicles obtained under this contract - except that Maricopa County will not provide coverage for claims resulting from defective equipment or repairs by the vendor, or when in sole control of the vendor.

The CONTRACTOR must provide for insurance and liability coverage for their personnel performing work at the county's site and for vehicle/equipment under their sole control.

- 2.1.11 Only authorized Maricopa County employees shall operate the vehicles. A list of qualified drivers will be provided upon request.
- 2.1.12 The County will retain vehicles/trailers on a daily, weekly, monthly or yearly basis. If a vehicle/trailer is retained longer than the previously agreed upon period of time, the next longest-term rate shall be applicable. i.e.: If the County asks for a daily rate and keeps the vehicle for a week then the weekly rate is to be charged.
- 2.1.13 Billing by the Contractor to the County will be required on a monthly basis. A representative from the using agency will pick up the invoices.
- 2.1.14 Each using department must be billed separately.
- 2.1.15 Vehicle mileage and refrigeration unit hours will be reported to the Contractor on a mutually agreed upon date between the Contract vendor and the County.
- 2.1.16 Invoices should be made available within three (3) working days of receiving the mileage and refrigeration unit hours.
- 2.1.17 Contract vendor will contact the representative and invoices will be picked up by 9:00 am the following working day. DO NOT MAIL invoices.
- 2.1.18 In the case of rental of vehicles, the Contractor shall make available to the County, trucks that are of the current or prior model year not to exceed 80,000 miles. The County departments will have an option to trade/exchange out for newer model year, if required. All lease vehicles will be new.
- 2.1.19 Trailers shall be no more than two years old and shall have no more than 4000 hours on the refrigeration unit. All lease vehicles will be new.
- 2.1.20 All trucks and trailers must be capable of being loaded and unloaded at an industry standard dock that is 48 inches high and equipped with a dock plate that is 72 inches wide with a dock plate extension that is 16 inches long.
- 2.1.20.1 There can be no extensions or other equipment that would preclude dock plate extensions from reaching a safe point inside the cargo box.
- 2.1.20.2 There must be no obstacles that would prohibit rolling stock from being loaded and unloaded on and off the cargo box.

- 2.1.21 Vendor will provide the using agency a twenty-four (24) hour toll free number for vehicle ordering. Maximum waiting period not to exceed twenty-four (24) hours.
- 2.1.22 Vendor must have centralized pick up and drop off facility in Phoenix, Arizona.
- 2.1.23 The Contractor will provide trucks with a full tank of fuel and the County will return the vehicle with a full tank of fuel. If the county fails to return vehicle with a full tank of fuel, the vendor may charge a straight/flat fee (see pricing sheet) except when vehicle is returned for unscheduled repair/maintenance.

2.2 TECHNICAL SPECIFICATIONS:

2.2.1 LEASE TRACTORS (2 AXLE DAYCAB EQUIPPED WITH HYDRAULIC FIFTH WHEEL) (ONE UNIT OR MORE AS NEEDED)

- 2.2.1.1 ENGINE
 - 2.2.1.1.1 DIESEL ONLY
 - 2.2.1.1.2 EQUIPPED WITH EXHAUST DIFFUSER
- 2.2.1.2 TRANSMISSION
 - 2.2.1.2.1 MANUAL OR AUTOMATIC
- 2.2.1.3 CAB
 - 2.2.1.3.1 AIR RIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL
 - 2.2.1.3.2 AIR CONDITIONING
 - 2.2.1.3.3 AM/FM RADIO
 - 2.2.1.3.4 CRUISE CONTROL
- 2.2.1.4 CHASSIS
 - 2.2.1.4.1 2 AXLES ONLY
 - 2.2.1.4.2 HYDRAULIC FIFTH WHEEL
 - 2.2.1.4.3 LIFT GATE WIRING HARNESS AND **POWER CORD** INSTALLED

2.2.2 LEASE TRACTORS (3 AXLE DAYCAB)

- 2.2.2.1 ENGINE
 - 2.2.2.1.1 DIESEL ONLY
 - 2.2.2.1.2 EQUIPPED WITH EXHAUST DIFFUSER
- 2.2.2.2 TRANSMISSION MANUAL ONLY
- 2.2.2.3 CAB
 - 2.2.2.3.1 AIR RIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL.
 - 2.2.2.3.2 AIR CONDITIONING
 - 2.2.2.3.3 AM/FM RADIO
 - 2.2.2.3.4 CRUISE CONTROL
- 2.2.2.4 CHASSIS
 - 2.2.2.4.1 3 AXLES ONLY
 - 2.2.2.4.2 LIFT GATE WIRING HARNESS AND **POWER CORD** INSTALLED.

2.2.3 LEASE TRACTORS (3 AXLE SLEEPER CAB)

- 2.2.3.1 ENGINE
 - 2.2.3.1.1 DIESEL ONLY

- 2.2.3.1.2 EQUIPPED WITH EXHAUST DIFFUSER
- 2.2.3.2 TRANSMISSION MANUAL ONLY
- 2.2.3.3 CAB
 - 2.2.3.3.1 AIRRIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL.
 - 2.2.3.3.2 AIR CONDITIONING
 - 2.2.3.3.3 AM/FM RADIO
 - 2.2.3.3.4 CRUISE CONTROL
- 2.2.3.4 CHASSIS
 - 2.2.3.4.1 3 AXLES ONLY
 - 2.2.3.4.2 LIFTGATE WIRING HARNES AND **POWER CORD** INSTALLED
 - 2.2.3.4.3 AIR RIDE SUSPENSION
- 2.2.4 **LEASE TRAILERS WITH LIFTGATES** (48 FEET) (TWO UNITS OR MORE AS NEEDED)
 - 2.2.4.1 REFRIGERATION
 - 2.2.4.1.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20⁰
 - 2.2.4.2 CARGO BOX
 - 2.2.4.2.1 FLOORS MUST BE FLAT
 - 2.2.4.2.2 ROLLUP DOORS ONLY
 - 2.2.4.2.3 LOAD LOCK RAIL SYSTEM (HIGH AND LOW)
 - 2.2.4.3 LIFTGATES
 - 2.2.4.3.1 Rail lift gates ONLY (platform minimum 84 inches wide, 90 inches long)
 - 2.2.4.3.2 6000 pound capacity
 - 2.2.4.3.3 Trailer to tractor wiring installed
- 2.2.5 **LEASE FLATBED EXTENDED CAB TRUCKS** (24 FEET) (ONE UNIT OR MORE AS NEEDED)
 - 2.2.5.1 CAB
 - 2.2.5.1.1 AIR CONDITIONING
 - 2.2.5.1.2 AM/FM RADIO
 - 2.2.5.1.3 AIR RIDE SEAT
 - 2.2.5.1.4 EXTENDED CAB WITH BENCH SEAT MOUNTED IN REAR CAPABLE OF SEATING 6 PASSENGERS
 - 2.2.5.2 CARGO BODY
 - 2.2.5.2.1 24 FOOT FLAT BODY
 - 2.2.5.2.2 ALL STAKES MOUNTED
 - 2.2.5.2.3 CARGO STRAP SECURING DEVICES MOUNTED
 - 2.2.5.3 LIFTGATES
 - 2.2.5.3.1 RAIL LIFT GATE ONLY (PLATFORM MINIMUM 84 INCHES WIDE, 90 INCHES LONG)
 - 2.2.5.3.2 6000 POUND CAPACITY
- 2.2.6 **LEASE STRAIGHT REFRIGERATED TRUCK** (24/26 FEET) (THREE UNITS OR MORE AS NEEDED)
 - 2.2.6.1 ENGINE DIESEL ONLY

- 2.2.6.2 TRANSMISSION MANUAL ONLY
- 2.2.6.3 CAB
 - 2.2.6.3.1 AIR RIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL
 - 2.2.6.3.2 AIR CONDITIONING
 - 2.2.6.3.3 AM/FM RADIO
 - 2.2.6.3.4 CRUISE CONTROL
- 2.2.6.4 CHASSIS
 - 2.2.6.4.1 SINGLE AXLE
 - 2.2.6.4.2 100 GALLON CAPACITY FUEL TANKS
- 2.2.6.5 CARGO BOX
 - 2.2.6.5.1 24/26 FOOT HIGH CUBE NOT TO EXCEED 162 INCHES OVERALL HEIGHT
 - 2.2.6.5.2 FLOORS MUST BE FLAT
 - 2.2.6.5.3 LOAD LOCKING RAIL SYSTEM (HIGH AND LOW)
 - 2.2.6.5.4 REAR CARGO DOOR ROLLUP ONLY
- 2.2.6.6 REFRIGERATION
 - 2.2.6.6.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20⁰
 - 2.2.6.6.2 REMOTE IN CAB REFRIGERATION CONTROLS
 - 2.2.6.6.3 MINIMUM OF ONE (1) EXTERIOR CARGO BOX TEMPERATURE METER
 - 2.2.6.6.4 REFRIGERATION FUEL SYSTEM MUST OPERATE FROM PRIMARY VEHICLE FUEL SYSTEM. (NO SEPERATE FUEL TANK FOR REFRIGERATION UNIT)
- 2.2.6.7 LIFTGATE
 - 2.2.6.7.1 RAIL SYSTEM ONLY
 - 2.2.6.7.2 PLATFORM DIMENSIONS 84 INCHES WIDE, 90 INCHES LONG
 - 2.2.6.7.3 6000 POUND CAPACITY
- 2.2.7 **LEASE STRAIGHT TRUCK (28/30 FEET) (ONE UNIT OR MORE AS NEEDED)**
 - 2.2.7.1 ENGINE
 - 2.2.7.1.1 DIESEL ONLY
 - 2.2.7.1.2 EQUIPPED WITH EXHAUST DIFFUSER
 - 2.2.7.2 TRANSMISSION MANUAL ONLY
 - 2.2.7.3 CAB
 - 2.2.7.3.1 AIR RIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL
 - 2.2.7.3.2 AIR CONDITIONING
 - 2.2.7.3.3 AM/FM RADIO
 - 2.2.7.3.4 CRUISE CONTROL
 - 2.2.7.4 CHASSIS
 - 2.2.7.4.1 TANDEM AXLE
 - 2.2.7.4.2 AIR RIDE SUSPENSION
 - 2.2.7.4.3 150 GALLON CAPACITY FUEL TANKS
 - 2.2.7.5 CARGO BOX
 - 2.2.7.5.1 28/30 FOOT HIGH CUBE NOT TO EXCEED 162 INCHES OVERALL HEIGHT
 - 2.2.7.5.2 FLOORS MUST BE FLAT

- 2.2.7.5.3 LOAD LOCKING RAIL SYSTEM (HIGH AND LOW)
- 2.2.7.7.4 MINIMUM OF SIX (6) CARGO BOX DOME LIGHTS (CAB AND BOX SWITCHES)
- 2.2.7.7.5 ROLLUP REAR CARGO DOOR ONLY
- 2.2.7.6 REFRIGERATION
 - 2.2.7.6.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20°. (LATITUDE WILL BE GIVEN TO REFRIGERATION UNIT DUE TO 30FT. HIGH CUBE CARGO BOX)
 - 2.2.7.6.2 REMOTE IN CAB REFRIGERATION CONTROLS
 - 2.2.7.6.3 MINIMUM OF ONE (1) EXTERIOR CARGO BOX TEMPERATURE METER
 - 2.2.7.6.4 REFRIGERATION FUEL SYSTEM MUST OPERATE FROM PRIMARY VEHICLE FUEL SYSTEM. (NO SEPARATE FUEL TANK FOR REFRIGERATION UNIT)
- 2.2.7.7 LIFTGATE
 - 2.2.7.7.1 RAIL SYSTEM ONLY
 - 2.2.7.7.2 PLATFORM DIMENSIONS 84 INCHES WIDE, 90 INCHES LONG
 - 2.2.7.7.3 6000 POUND CAPACITY
- 2.2.8 **LEASE 16/18FT STRAIGH TRUCK, REFRIGERATED, RAIL LIFTGATE NON CDL**
 - 2.2.8.1 ENGINE
 - 2.2.8.1.1 DIESEL ONLY
 - 2.2.8.2 TRANSMISSION AUTOMATIC ONLY
 - 2.2.8.3 CAB
 - 2.2.8.3.1 AIR RIDE DRIVERS SEAT COVERED IN A CLOTH OR OTHER HEAT DISPLACING MATERIAL.
 - 2.2.8.3.2 CAB AIR CONDITIONING.
 - 2.2.8.3.3 AM/FM RADIO.
 - 2.2.8.3.4 CRUISE CONTROL.
 - 2.2.8.4 CHASSIS
 - 2.2.8.4.1 SINGLE AXLE
 - 2.2.8.4.2 AIR RIDE SUSPENSION
 - 2.2.8.4.3 100 GALLON CAPACITY FUEL TANKS.
 - 2.2.8.5 CARGO BOX
 - 2.2.8.5.1 16/18FT LENGTH
 - 2.2.8.5.2 FLOORS MUST BE FLAT
 - 2.2.8.5.3 LOAD LOCKING RAIL SYSTEM (HIGH AND LOW)
 - 2.2.8.5.4 ROLLUP REAR CARGO DOOR ONLY
 - 2.2.8.6 REFRIGERATION
 - 2.2.8.6.1 THERMO KING OR CARRIER SYSTEM CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES.
 - 2.2.8.6.2 REMOTE IN CAB REFRIGERATION CONTROLS.
 - 2.2.8.6.3 MINIMUM OF ONE (1) EXTERIOR CARGO BOX TEMPERATURE METER
 - 2.2.8.6.4 REFRIGERATION FUEL SYSTEM MUST OPERATE FROM PRIMARY VEHICLE FUEL SYSTEM (NO SEPARATE FUEL TANK FOR REFRIGERATION SYSTEM).

- 2.2.8.7 LIFTGATE
 - 2.2.8.7.1 RAIL SYSTEM ONLY.
 - 2.2.8.7.2 PLATFORM DIMENSIONS 84 INCHES WIDE, 90 INCHES LONG.
 - 2.2.8.7.3 6000 LB CAPACITY

2.2.9 **RENTAL 24FT STRAIGHT TRUCK, REFRIGERATED**

- 2.2.9.1 ENGINE DIESEL ONLY
- 2.2.9.2 TRANSMISSION MANUAL OR AUTOMATIC
- 2.2.9.3 CAB
 - 2.2.9.3.1 AIR RIDE DRIVERS SEAT.
 - 2.2.9.3.2 CAB AIR CONDITIONING.
 - 2.2.9.3.3 AM/FM RADIO.
- 2.2.9.4 CHASSIS
 - 2.2.9.4.1 SINGLE AXLE.
 - 2.2.9.4.2 100-GALLON CAPACITY FUEL TANKS.
- 2.2.9.5 CARGO BOX
 - 2.2.9.5.1 24FT LENGTH, HEIGHT NOT TO EXCEED 162 INCHES.
 - 2.2.9.5.2 RAIL LOAD LOCK SYSTEM
- 2.2.9.6 REFRIGERATION
 - 2.2.9.6.1 REFRIGERATION SYSTEM CAPABLE OF MAINTAINING APPROXIMATLY -20 DEGREES.
 - 2.2.9.6.2 REFRIGERATION FUEL SYSTEM MUST OPERATE FROM PRIMARY VEHICLE FUEL SYSTEM. (NO SEPARATE FUEL TANK FOR REFRIGERATION SYSTEM)

2.2.10 **RENTAL 24 FT STRAIGHT FLATBED TRUCK**

- 2.2.10.1 ENGINE, DIESEL ONLY
- 2.2.10.2 TRANSMISSION, MANUAL OR AUTOMATIC
- 2.2.10.3 CAB
 - 2.2.10.3.1 AIR RIDE DRIVERS SEAT
 - 2.2.10.3.2 CAB AIR CONDITIONING
 - 2.2.10.3.3 AM/FM RADIO
- 2.2.10.4 CHASSIS
 - 2.2.10.4.1 SINGLE AXLE
 - 2.2.10.4.2 100 GALLON CAPACITY FUEL TANKS
- 2.2.10.5 CARGO BED
 - 2.2.10.5.1 24 FT LENGTH, WITH ALL STAKES MOUNTED

2.2.11 **RENTAL 2 AXLE DAY CAB TRACTOR**

- 2.2.11.1 ENGINE, DIESEL ONLY
- 2.2.11.2 TRANSMISSION, MANUAL

- 2.2.11.3 CAB
 - 2.2.11.3.1 AIR RIDE DRIVERS SEAT
 - 2.2.11.3.2 CAB AIR CONDITIONING
 - 2.2.11.3.3 AM/FM RADIO
- 2.2.11.4 CHASSIS
 - 2.2.11.4.1 (TWO) 2 AXLE
 - 2.2.11.4.2 SLIDING FIFTH WHEEL
 - 2.2.11.4.3 LIFT GATE WIRING HARNESS MOUNTED
 - 2.2.11.4.4 AIR RIDE SUSPENSION
- 2.2.12 **RENTAL TRACTORS 3 AXLE DAY CAB TRACTOR**
 - 2.2.12.1 ENGINE
 - 2.2.12.1.1 DIESEL ONLY
 - 2.2.12.2 TRANSMISSION MANUAL
 - 2.2.12.3 CAB
 - 2.2.12.3.1 AIR RIDE DRIVERS SEAT
 - 2.2.12.3.2 CAB AIR CONDITIONING.
 - 2.2.12.3.3 AM/FM RADIO.
 - 2.2.12.4 CHASSIS
 - 2.2.12.4.1 3 AXLE ONLY.
 - 2.2.12.4.2 SLIDING FIFTH WHEEL.
 - 2.2.12.4.3 LIFT GATE WIRING HARNESS MOUNTED.
 - 2.2.12.4.4 AIR RIDE SUSPENSION.
- 2.2.13 **RENTAL TRACTORS 3 AXLE SLEEPER CAB TRACTOR**
 - 2.2.13.1 ENGINE
 - 2.2.13.1.1 DIESEL ONLY
 - 2.2.13.2 TRANSMISSION MANUAL
 - 2.2.13.3 CAB
 - 2.2.13.3.1 AIR RIDE DRIVERS SEAT
 - 2.2.13.3.2 CAB AIR CONDITIONING.
 - 2.2.13.3.3 AM/FM RADIO.
 - 2.2.13.3.4 SLEEPER CAB.
 - 2.2.13.4 CHASSIS
 - 2.2.13.4.1 3 AXLE
 - 2.2.13.4.2 SLIDING FIFTH WHEEL.
 - 2.2.13.4.3 LIFT GATE WIRING HARNESS MOUNTED.
 - 2.2.13.4.4 AIR RIDE SUSPENSION
- 2.2.14 **RENTAL 28 FT REFRIGERATED TRAILER WITH RAIL LIFTGATE**
 - 2.2.14.1 CARGO BOX
 - 2.2.14.1.1 FLAT FLOORS IF POSSIBLE
 - 2.2.14.1.2 LOAD LOCK RAIL SYSTEM
 - 2.2.14.1.3 REAR CARGO DOOR ROLLUP ONLY
 - 2.2.14.2 REFRIGERATION
 - 2.2.14.2.1 REFRIGERATION CAPABLE OF MAINTAINING APPROXIMATELY -20 DEGREES

2.2.14.3 LIFTGATE

- 2.2.14.3.1 RAIL SYSTEM ONLY
- 2.2.14.3.2 PLATFORM DIMENSIONS 84 INCHES LONG BY 90 INCHES WIDE
- 2.2.14.3.3 5000 LB CAPACITY

2.2.15 **RENTAL 48 FT REFRIGERATED TRAILER WITH RAIL LIFTGATE**

2.2.15.1 CARGO BOX

- 2.2.15.1.1 FLAT FLOORS IF POSSIBLE.
- 2.2.15.1.2 LOAD LOCK RAIL SYSTEM
- 2.2.15.1.3 REAR CARGO DOOR ROLLUP ONLY

2.2.15.2 REFRIGERATION

- 2.2.15.2.1 REFRIGERATION SYSTEM CAPABLE OF MAINTAINING APPROXIMATLY –20 DEGREES.

2.2.15.3 LIFTGATE

- 2.2.15.3.1 RAIL SYSTEM ONLY.
- 2.2.15.3.2 PLATFORM DIMENSIONS 84 INCHES WIDE, 90 INCHES LONG.
- 2.2.15.3.3 5000 LB CAPACITY.

2.2.16 **RENTAL 48 FT REFRIGERATED TRAILER**

2.2.16.1 CARGO BOX

- 2.2.16.1.1 FLAT FLOORS IF POSSIBLE
- 2.2.16.1.2 LOAD LOCK RAIL SYSTEM
- 2.2.16.1.3 REAR CARGO DOOR ROLLUP ONLY

2.2.16.2 REFRIGERATION

- 2.2.16.2.1 REFRIGERATION CAPABLE OF MAINTAINING APPROXIMATELY –20 DEGREES

2.2.17 **RENTAL 53 FT REFRIGERATED TRAILERS**

2.2.17.1 CARGO BOX

- 2.2.17.1.1 FLAT FLOORS IF POSSIBLE.
- 2.2.17.1.2 LOAD LOCK RAIL SYSTEM (HIGH AND LOW)
- 2.2.17.1.3 REAR CARGO DOOR (ROLLUP DOOR ONLY)

2.2.17.2 REFRIGERATION

- 2.2.17.2.1 REFRIGERATION SYSTEM CAPABLE OF MAINTAINING APPROXIMATLY –20 DEGREES.

2.2.18 **RENTAL 48 FT DRY BOX TRAILER**

2.2.18.1 CARGO BOX

- 2.2.18.1.1 LOAD LOCK RAIL SYSTEM
- 2.2.18.1.2 REAR CARGO DOOR ROLLUP ONLY

2.2.19 **RENTAL 48 FT FLATBED TRAILERS**

2.2.19.1 CARGO BED

- 2.2.19.1.1 LOAD LOCK RAIL SYSTEM.
- 2.2.19.1.2 REAR CARGO DOOR (ROLLUP ONLY).

****NOTE:** The numbers specified in parenthesis next to the title represents an estimate of the vehicles/trailers needed.

***NOTE: The non-commercial vehicle may not be needed at beginning of contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 GOVERNING LAW:

This contract and the Lease(s) shall be interpreted and construed in accordance with the laws of the State of Arizona.

3.2 ORDER OF PRECEDENCE:

The following will be the order of precedence in case of contractual clarification/dispute issues:

3.2.1 Maricopa County Contract Document (see paragraph 5.1)

3.2.2 Vendor Lease and Service Agreement

3.2.3 Other supporting documents used by the vendor in contract performance (e.g. Rental Agreement, Schedules etc)

3.3 FORMS:

The Contractor **MUST** include samples of all documentation which are required to be signed by the County employee at time of pick up and return of vehicle, in their response to this bid.

3.4 TYPES OF VEHICLE TO BE RENTED:

Maricopa County users shall rent only vehicles included in the pricing sheet of the final award, under this contract. The contract vendor must ensure that all vehicles rented to the county under this contract are included in the contract pricing sheet. If vehicles other than those listed in the pricing sheet are required, the vendor and the county using department must follow the procedure shown under 4.0 in the paragraph titled Additions/Deletions of service.

3.5 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.6 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract for an additional five (5) years. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.7 INDEMNIFICATION AND INSURANCE

Maricopa County is insured for auto liability including vehicle physical damage liability for \$25,000,000 subject to \$1,000,000 self-insured retention. Maricopa County is responsible for providing Liability/Collision/Comprehensive Coverage for vehicles obtained under this contract - except that Maricopa County will not provide coverage for claims resulting from defective equipment or repairs by the vendor, or when in sole control of the vendor.

The CONTRACTOR must provide for insurance and liability coverage for their personnel performing work at the county's site and for vehicle/equipment under their sole control. This paragraph states the indemnification and liability coverages for these instances ONLY.

3.7.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.8 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.8.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.8.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.8.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

- 3.8.4 Garage Liability. Contractor shall maintain Garage Liability insurance with a limit of not less than \$1,000,000 per occurrence covering Contractor's Business; Premises Operations; Completed Operations and Product Liability and Contractual Liability.

3.9 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.10 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.11 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.12 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.13 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.14 PRICING:

Pricing provided by the bidders must be **inclusive of all costs**. The county will not be responsible for any costs not mentioned in the pricing sheet (attachment A). Pricing must be provided on the attachment A without any modifications.

3.15 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

KUNJAN DAYAL, PROCUREMENT SPECIALIST – (602) 506-8020

Technical Telephone inquiries shall be addressed to:

ROY DOBBS, MCSO PROCUREMENT – 602-506-6589

For inquiries on Insurance and Indemnification requirements vendors must contact:

LESLIE BOYCE, RISK MANAGEMENT – 506-8226

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.5 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.8 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.13 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.15 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.17 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.18 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.19 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.20 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.21 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.21.1 Cancel the Contract, if it is currently in effect.

4.21.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.21.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.23 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

PENSKE TRUCK LEASING COMPANY ,LP AND ITS PARTNERS, 2219 S 2ND PLACE , PHOENIX, AZ 85004-2998

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

S075102/B0602332

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>LEASED ITEM DESCRIPTION</u>	<u>DELIVERY PERIOD</u>	<u>ANNUALLY</u>	<u>MILEAGE</u>	<u>REFRIGERATION</u>
2 axle daycab tractor (2.2.1)	<u>120 days</u>	<u>\$24,132.00</u>	<u>\$ 0.06</u>	
3 axle sleeper cab (2.2.3)	<u>120 days</u>	<u>\$26,102.00</u>	<u>\$ 0.0688</u>	
24 ft. flatbed extended cab truck (2.2.5)	<u>120 days</u>	<u>\$20,894.00</u>	<u>\$ 0.085</u>	
24 ft. straight refrigerated truck (2.2.6)	<u>120 days</u>	<u>\$28,808.00</u>	<u>\$ 0.085</u>	<u>0.75</u>
28 ft. straight truck (2.2.7)	<u>120 days</u>	<u>\$36,698.00</u>	<u>\$ 0.09</u>	<u>0.75</u>
16 ft. straight refrigerated truck with liftgate (non-CDL) (2.2.8)	<u>120 days</u>	<u>\$27,900.00</u>	<u>\$ 0.079</u>	<u>0.75</u>

Terms: NET 30

Federal Tax ID Number: 23-2518618

Telephone Number: 602-258-3332

Fax Number: 602-271-9426

Contact Person: Mary J. Cappola

Vendor Number: 232518618 A

E-mail Address (REP): mary.cappola@penske.com

Company Web site: www.penske.com

Contract Period: To cover the period ending December 31, 2005

ROLLINS LEASING CORPORATION, 2626 W HOLLY STREET, PHOENIX AZ 85009

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

S075102/B0602332

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>LEASED ITEM DESCRIPTION</u>	<u>DELIVERY PERIOD</u>		<u>ANNUALLY</u>	<u>MILEAGE</u>	<u>REFRIGERATION</u>	
3 axle daycab tractor (2.2.2)	<u>60-90 days</u>		<u>\$ 26,062.00</u>	<u>\$.06</u>	<u>\$.75</u>	
<u>RENTAL ITEM DESCRIPTION</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MILEAGE</u>	<u>REFRIGERATION</u>
24 ft. refrigerated straight truck (2.2.9)	<u>\$ 90.00</u>	<u>\$ 450.00</u>	<u>\$1,800.00</u>	<u>\$21,600.00</u>	<u>\$ 0.125</u>	<u>\$1.00</u>
24 ft. straight flatbed truck (2.2.10)	<u>\$ 70.00</u>	<u>\$ 350.00</u>	<u>\$1,400.00</u>	<u>\$16,800.00</u>	<u>\$ 0.125</u>	
2 axle daycab tractor (2.2.11)	<u>\$ 90.00</u>	<u>\$ 450.00</u>	<u>\$1,800.00</u>	<u>\$21,600.00</u>	<u>\$ 0.11</u>	
3 axle daycab tractor (2.2.12)	<u>\$ 95.00</u>	<u>\$ 475.00</u>	<u>\$1,900.00</u>	<u>\$22,800.00</u>	<u>\$ 0.11</u>	
3 axle sleeper cab tractor (2.2.13)	<u>\$ 100.00</u>	<u>\$ 500.00</u>	<u>\$2,000.00</u>	<u>\$24,000.00</u>	<u>\$ 0.11</u>	

Terms: NET 10

Federal Tax ID Number: 23-1736091

Telephone Number: 602-278-8558

Fax Number: 602-272-7126

Contact Person: **Dan Muniz/Senior Account Manager**
~~Bill Rodriguez/Branch Manager, Dan Muniz/Acct. Mgr.~~

Vendor Number: 231736091 A

E-mail Address (REP): dan_muniz@rollins.com

Company Web site: www.rollins.com

Contract Period: To cover the period ending December 31, 2005

2002 SOUTH 59 AVENUE, PHOENIX, AZ 85043

XTRA LEASE ~~1801 PARK 270 DR. STE 400, ST. LOUIS, MO 63146-4037~~

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

S075102/B0602332

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>LEASED ITEM DESCRIPTION</u>	<u>DELIVERY PERIOD</u>	<u>ANNUALLY</u>	<u>MILEAGE</u>	<u>REFRIGERATION</u>
48 ft. trailer with liftgate (2.2.4)	<u>100 days</u>	<u>\$13,800.00</u>	<u>\$ 0.03</u>	<u>\$ 0.98</u>
<u>28 FT REFRIGERATED TRAILER</u> <u>WITH RAIL LIFTGATE (2.2.20)</u>	<u>100 days</u>	<u>\$12,744.00</u>	<u>\$ 0.02</u>	<u>\$ 0.98</u>
<u>53 FT REFRIGERATED TRAILERS (2.2.21)</u>	<u>110 days</u>	<u>\$11,328.00</u>	<u>\$ 0.03</u>	<u>\$ 0.98</u>

<u>RENTAL ITEM DESCRIPTION</u>	<u>DELIVERY PERIOD</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MILEAGE</u>	<u>REFRIGERATION</u>
28 ft. refrigerated trailer with rail liftgates (2.2.14)	<u>30-90 days</u>	<u>\$ 58.00</u>	<u>\$ 291.00</u>	<u>\$1,162.00</u>	<u>\$13,944.00</u>	<u>\$0.02</u>	<u>\$0.98</u>
48 ft. refrigerated trailer with rail liftgate (2.2.15)	<u>30-90 days</u>	<u>\$ 63.00</u>	<u>\$ 314.00</u>	<u>\$1,259.00</u>	<u>\$15,108.00</u>	<u>\$0.03</u>	<u>\$0.98</u>
48 ft. refrigerated trailer (2.2.16)	<u>30-90 days</u>	<u>\$ 46.00</u>	<u>\$ 232.00</u>	<u>\$ 930.00</u>	<u>\$11,160.00</u>	<u>\$0.03</u>	<u>\$0.98</u>
53 ft. refrigerated trailer (2.2.17)	<u>30-90 days</u>	<u>\$ 52.00</u>	<u>\$ 261.00</u>	<u>\$1,027.00</u>	<u>\$12,324.00</u>	<u>\$0.03</u>	<u>\$0.98</u>
48 ft. dry box trailer (2.2.18)	<u>7-10 days</u>	<u>\$ 23.00</u>	<u>\$ 116.00</u>	<u>\$ 412.00</u>	<u>\$ 4,944.00</u>	<u>\$0.03</u>	
48 ft. flatbed trailer (2.2.19)	<u>7-10 days</u>	<u>\$ 24.00</u>	<u>\$ 121.00</u>	<u>\$ 422.00</u>	<u>\$ 5,064.00</u>	<u>\$0.03</u>	

2002 SOUTH 59 AVENUE, PHOENIX, AZ 85043

XTRA LEASE, 1801 PARK 270 DR. STE 400, ST. LOUIS, MO 63146-4037

Terms:	NET 10
Federal Tax ID Number:	22-1863406
Telephone Number:	314-579-9320 ext. 6038 602-272-0471
Fax Number:	314-542-0181 602-272-0467
Contact Person:	Ronald D. Owens (Ron) Jeff Hale Branch Manager
Vendor Number:	221863406 A B
E-mail Address (REP):	jmhale@xtra.com
Company Web site:	www.xtralease.com
Contract Period:	To cover the period ending December 31, 2005